

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-06-D-4829		2. DELIVERY ORDER NO. FC0117		3. EFFECTIVE DATE ORIG 09/20/2007 MOD 11/28/2008		4. PURCHASE REQUEST NO. N00164-09-MR-31095		Rating Unrated		
5. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 64 Crane IN 47522-5001 jerry.dague@navy.mil 812-854-4771 Ext. 4771				CODE N00164		6. ADMINISTERED BY DCMA COMBAT VEHICLES INDIANAPOLIS EMMETT J. BEAN CENTER, 8899 E. 56TH ST. INDIANAPOLIS IN 46249-5701				
7. CONTRACTOR Next Wave Systems, LLC 12261 E. Casey Hollow Rd. Pekin IN 47165				CODE 465R8		FACILITY		8. DELIVERY DATE See Section F		
								9. CLOSING DATE/TIME (hours local time – Block 5 issuing office)		
								SET ASIDE TYPE		
								10. MAIL INVOICES TO See Section G		
11. SHIP TO See Section D				12. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266						
				CODE HQ0337						
13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.										
Next Wave Systems, LLC				Doug McDaniel Business Manager/COO						
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE		DATE SIGNED		
14. ACCOUNTING AND APPROPRIATION DATA See Section G										
15. ITEM NO.		16. SCHEDULE OF SUPPLIES/SERVICES			17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT		
See the Following Pages										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				21. UNITED STATES OF AMERICA By: Donna Reynolds				11/28/2008 CONTRACTING/ORDERING OFFICER		22. TOTAL \$3,132,334.12
SECTION	DESCRIPTION				SECTION	DESCRIPTION				
B	SUPPLIES OR SERVICES AND PRICES/COSTS				H	SPECIAL CONTRACT REQUIREMENTS				
C	DESCRIPTION/SPECS/WORK STATEMENT				I	CONTRACT CLAUSES				
D	PACKAGING AND MARKING				J	LIST OF ATTACHMENTS				
E	INSPECTION AND ACCEPTANCE									
F	DELIVERIES OR PERFORMANCE									
G	CONTRACT ADMINISTRATION DATA									

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 2 of 2
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GENERAL INFORMATION

The purpose of this modification is to provide incremental funding, to extend the period of performance on CLIN 1000 to include Base Years one and two, and to revise Section F Deliveries or Performance. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for information purposes only.

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by \$114478.38 from \$2298586.00 to \$2413064.38.

Information SLINs, as shown below, are added to provide the incremental funding for labor.

The clause Limitation of Funds (FAR 52.232-22) applies. The Government is not obligated to reimburse the Contractor for cost incurred in excess of **\$2,413,064.38** unless additional funds are made available and incorporated as a modification to this order.

Section B and G are updated to reflect the below SLINs and ACRN additions for purposes of providing the incremental funding.

Labor Information SLINs for CLIN 1000 –

SLIN	ACRN	REQN. No.	AMOUNT	TI #
100020	C1	83148461	\$ 10,000.00	001
300014	C2	83252254	\$ 14,778.38	001
100021	C2	83252257	\$ 89,700.00	001

SECTION F DELIVERABLES OR PERFORMANCE IS MODIFIED AS FOLLOWS:

FROM:

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through **12** months thereafter, estimated at:

1000 9/20/2007 - **9/19/2008**
1100 9/20/2008 - 9/19/2009
3000 9/20/2007 - **9/19/2008**
3100 9/20/2008 - 9/19/2009

TO:

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through **24** months thereafter, estimated at:

1000 9/20/2007 - **9/19/2009**
1100 DELETED
3000 9/20/2007 - **9/19/2009**
3100 DELETED

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 1 of 34
----------------------------------	------------------------------	-----------------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF

1000	Modeling, simulation and program management support of Imagery and Mapping Code 606 Labor. Basic years 1 and 2 (OTHER)	1.0 Lot	\$2,426,050.57	\$128,980.35	\$2,555,030.92
100001	Modeling, simulation and program management support of Imagery and Mapping Code 606 Labor. Basic years 1 and 2 (ACRN A1) \$ 60,000				
100002	Modeling, simulation and program management support of Imagery and Mapping Code 606 Labor. Basic years 1 and 2 (ACRN A2) \$ 25,000				
100003	Modeling, simulation and program management support of Imagery and Mapping Code 606 Labor. Basic years 1 and 2 (ACRN A3) \$ 25,000				
100004	Modeling, simulation and program management support of Imagery and Mapping Code 606 Labor. Basic years 1 and 2 (ACRN A4) \$ 70,000				
100005	Modeling, simulation and program management support of Imagery and Mapping Code 606 Labor. Basic years 1 and 2 (ACRN A5) \$ 70,000				

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 2 of 34
----------------------------------	------------------------------	-----------------

on and program
management
support of
Imagery and
Mapping Code 606
Labor. Basic
years 1 and 2
(ACRN A6) \$
25,000

100006 Modeling, simulati
on and program
management
support of
Imagery and
Mapping Code 606
Labor. Basic
years 1 and 2
(ACRN A7) \$
40,000

100007 Modeling, simulati
on and program
management
support of
Imagery and
Mapping Code 606
Labor. Basic
years 1 and 2
(ACRN A8) \$
15,000

100008 Modeling, simulati
on and program
management
support of
Imagery and
Mapping Code 606
Labor. Basic
years 1 and 2
(ACRN A9) \$
200,000

100009 Modeling, simulati
on and program
management
support of
Imagery and
Mapping Code 606
Labor. Basic
years 1 and 2
(ACRN B1) \$
40,000

100010 Modeling, simulati
on and program
management
support of
Imagery and
Mapping Code 606
Labor. Basic
years 1 and 2
(ACRN B1) \$
45,000
De-obd on MOD

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 3 of 34
----------------------------------	------------------------------	-----------------

009, reapplied to
300007.

100011 Modeling, simulation and program management support of Imagery and Mapping Code 606 Labor. Basic years 1 and 2 (ACRN B2) \$ 100,000

100012 Modeling, simulation and program management support of Imagery and Mapping Code 606 Labor. Basic years 1 and 2 (ACRN B3) \$ 60,000.

100013 Modeling, simulation and program management support of Imagery and Mapping Code 606 Labor. Basic years 1 and 2 (ACRN B2) \$ 170,000.

100014 Modeling, simulation and program management support of Imagery and Mapping Code 606 Labor. Basic years 1 and 2 (ACRN B4) \$ 159,769.

100015 Modeling, simulation and program management support of Imagery and Mapping Code 606 Labor. Basic years 1 and 2 (ACRN B5) \$ 700,000.

100016 Modeling, simulation and program management support of Imagery and Mapping Code 606 Labor. Basic

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 4 of 34
----------------------------------	------------------------------	-----------------

years 1 and 2
(ACRN B6) \$
20,000.

100017 Modeling, simulation and program management support of Imagery and Mapping Code 606 Labor. Basic years 1 and 2 (ACRN B7) \$ 12,342.18.

100018 Modeling, simulation and program management support of Imagery and Mapping Code 606 Labor. Basic years 1 and 2 (ACRN B8) \$ 10,000.

100019 Modeling, simulation and program management support of Imagery and Mapping Code 606 Labor. Basic years 1 and 2 (ACRN B9) \$ 3,950.

100020 Modeling, simulation and program management support of Imagery and Mapping Code 606 Labor. Basic years 1 and 2 (ACRN C1) \$ 10,000.

100021 Modeling, simulation and program management support of Imagery and Mapping Code 606 Labor. Basic years 1 and 2 (ACRN C2) \$ 89,700.

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
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CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 5 of 34
----------------------------------	------------------------------	-----------------

3000	Modeling,simulati on and program management support of Imagery and Mapping Code 606. ODCs for Basic years 1 and 2 (OTHER)	1.0 Lot	\$577,303.20
300001	Modeling,simulati on and program management support of Imagery and Mapping Code 606. ODCs for Basic years 1 and 2 (ACRN A1) \$ 20,000		
300002	Modeling,simulati on and program management support of Imagery and Mapping Code 606. ODCs for Basic years 1 and 2 (ACRN A2) \$ 40,000		
300003	Modeling,simulati on and program management support of Imagery and Mapping Code 606. ODCs for Basic years 1 and 2 (ACRN A3) \$ 5,000		
300004	Modeling,simulati on and program management support of Imagery and Mapping Code 606. ODCs for Basic years 1 and 2 (ACRN A4) \$ 28,000		
300005	Modeling,simulati on and program management support of Imagery and Mapping Code 606. ODCs for Basic years 1 and 2 (ACRN A5) \$ 26,807		

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 6 of 34
----------------------------------	------------------------------	-----------------

300006 Modeling, simulation and program management support of Imagery and Mapping Code 606. ODCs for Basic years 1 and 2 (ACRN A7) \$ 5,000

300007 Modeling, simulation and program management support of Imagery and Mapping Code 606. ODCs for Basic years 1 and 2 (ACRN B1) \$ 45,000
Reapplied from 100010 on MOD 009

300008 Modeling, simulation and program management support of Imagery and Mapping Code 606. ODCs for Basic years 1 and 2 (ACRN B2) \$ 30,000

300009 Modeling, simulation and program management support of Imagery and Mapping Code 606. ODCs for Basic years 1 and 2 (ACRN B3) \$ 5,000

300010 Modeling, simulation and program management support of Imagery and Mapping Code 606. ODCs for Basic years 1 and 2 (ACRN B2) \$ 115,000

300011 Modeling, simulation and program management support of Imagery and Mapping Code 606. ODCs for Basic years 1 and 2

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 7 of 34
----------------------------------	------------------------------	-----------------

(ACRN B4) \$
40,000

300012 Modeling, simulation and program management support of Imagery and Mapping Code 606. ODCs for Basic years 1 and 2 (ACRN B5) \$
200,000

300013 Modeling, simulation and program management support of Imagery and Mapping Code 606. ODCs for Basic years 1 and 2 (ACRN B7) \$
2,717.82

300014 Modeling, simulation and program management support of Imagery and Mapping Code 606. ODCs for Basic years 1 and 2 (ACRN C2) \$
14,778.38

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Modeling, simulation and program management support of Imagery and Mapping Code 606 Labor. Award term 1 (OTHER) Option	1.0 Lot	\$814,390.03	\$43,116.52	\$857,506.55
4100	Modeling, simulation and program management support of Imagery and Mapping Code 606 Labor. Award term 2. (OTHER) Option	1.0 Lot	\$832,519.64	\$43,978.85	\$876,498.49
4200	Modeling, simulation and program management	1.0 Lot	\$0.00	\$0.00	\$0.00

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 8 of 34
----------------------------------	------------------------------	-----------------

support of
Imagery and
Mapping Code 606
Labor. Award term
3 (OTHER)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

6000	Modeling, simulation and program management support of Imagery and Mapping Code 606. ODCs for Award term 1. (OTHER) Option	1.0 Lot	\$192,434.40
6100	Modeling, simulation and program management support of Imagery and Mapping Code 606. ODCs for Award term 2. (OTHER) Option	1.0 Lot	\$192,434.40
6200	Modeling, simulation and program management support of Imagery and Mapping Code 606. ODCs for Award term 3. (OTHER) Option	1.0 Lot	\$0.00

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 9 of 34
----------------------------------	------------------------------	-----------------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK
FOR
TOPICAL IMAGERY AND MAPPING
Code 606
CRANE DIVISION
NAVAL SURFACE WARFARE CENTER
CRANE, IN 47522
TOPICAL IMAGERY AND MAPPING

1.0 Scope. This Statement of Work (SOW) sets forth the requirements for Topical Imagery and Mapping for the Expeditionary Warfare Systems Department at Crane Division, Naval Surface Warfare Center (NSWC Crane), Code 606. The scope of this contract includes, but is not limited to,

- Performance of independent technical studies and analyses
- Conduct of site surveys and field data collection
- Evaluation of agency initiatives
- Facilitate and analyze strategic planning efforts related to workload execution;
- Customer education, training technologies and quality control
- Software and System Development
- System demonstrations
- Interoperability
- Validation and Verification
- Basic and applied research and support in the areas of information technologies
- Evaluation of commercial products, as to their capability to meet Government needs, along with facilitating efforts associated with the transition of these technologies from the laboratory, university, or commercial entity.

Tasking will also be in the areas of modeling and simulation and the performance of program management related to tasks assigned. The contractor will also perform structured engineering studies; develop engineering total cost of ownership analysis tools; and leverage technologies from other Government organizations and programs. Applied research tasking may include level of effort for non-personal services support.

1.1 Introduction. There is a need by Federal Agencies and Departments for a vast array of systems to support all aspects of military operations, air defense, UVS, and Missile Platforms, to include command and control. Other areas of support will include shipboard installations, national security, and logistics. This contract will provide a cohesive technology capability for the Department of Navy (DoN), Department of Energy (DOE), Department of Homeland Security (DHS) and other Government agencies to maintain high quality requirements analysis, modeling and simulation capabilities, as well as to perform system integration and modernization; systems engineering and programmatic support. The contractor will be required to have a working knowledge of functionality and process in numerous Federal Agencies.

2.0 Applicable Documents. The following are additional documents that were not identified in the basic contract but are applicable to this SOW.

2.1 Specifications. Specifications will be furnished as needed with each Technical Instruction (TI).

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 10 of 34
----------------------------------	------------------------------	------------------

2.2 Standards. Standards will be furnished as needed with each TI.

2.3 Other Specifications and Standards. Other documents will be furnished as needed with each TI.

3.0 Task Requirements.

3.1 Software

The Contractor shall perform, as specified in each Technical Instruction (TI), support including but not limited to, design, development, validation and verification, and post development support for NSWC Crane Division, US Navy, US Marine Corps, US Air Force, US Army, US Special Operations Command, Homeland Security, and other government agencies. The contractor shall have experience of the following supported technologies: GIS imagery and mapping, military symbology, overlays, 3-D modeling and display, and operator decision aids. The contractor shall have experience with the following supported program/projects: Infantry Fire Control System (IFCS), Artillery Fire Control System (AFCS), AN/SLQ32 Electronic Countermeasures, Army Raid Aerostat Initial Deployment (RAID), Navy IROSSS/Spartan USV integration, Navy Spartan Unmanned Surface Vehicle (USV) Spiral 1, 2 & 3 integrations, Navy Integrated Radar, Optical Surveillance, Sighting System (IROSSS), and Air Defense Control Platform (ADCP). The contractor shall furnish all labor, material, facilities, and travel necessary to accomplish the efforts described by this SOW. The government shall have unlimited data and distribution rights to all processes, systems and equipment developed under this SOW. Data required from this contracting action shall be delivered in English with applicable numbering in English or metric units. The Government shall have unlimited rights to reproduce and use all submitted Contract Data Requirements List(s) (CDRL(s)).

3.2 Applied Research & Development

The following research tasks are provided herein to serve as a basic framework for tasking, which will be specifically identified in each TI issued under this TO.

3.2.1 Trade Studies, Analyses, Technical Evaluations and Assessments

The contractor shall perform trade studies, engineering/technical analyses and other technical evaluations and assessments for the specified tasks. This may include the performance of in-depth technical analysis of an initiative's attainability, operational and doctrinal impacts, as well as an assessment of future acquisition related issues.

3.2.2 Data Collection

The contractor shall conduct data gathering and perform site surveys required to support the conduct of technical studies and analyses, exercises and demonstrations, contingencies, quick reaction tasks and requirements.

3.2.3 Demonstration Support

The contractor shall support the definition, planning, coordination, implementation, managing, data collection, training, maintenance, troubleshooting, and evaluation of initiatives related systems/equipment demonstrations. Locations for demonstrations will be defined in each TI. Anticipated locations include NSWC Crane, IN, the Washington, DC area and other Military facilities. Each TI will include the necessary CDRL's to identify the delivery of plans/procedures, briefings, data collection sheets, and other related documentation required to support a demonstration or generated as a result of a demonstration.

3.3 Technology Support

3.3.1 Technology Transfer

Technology transfer activities shall be integrated into the plans and objectives of each task and project. These activities shall include, but not be limited to, the following as appropriate: modern experimental and analytical methods and equipment for synthesis of materials, structures

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 11 of 34
----------------------------------	------------------------------	------------------

and property measurements, process simulation, and risk assessment to develop specific process and product designs and applications. Full-scale equipment evaluation and control system implementation may be conducted to verify the experimental and analytical results. These results, as well as the tools and methods developed and enhanced, will be transferred to the government.

3.3.2 Supportability/Technology Insertion

The contractor shall have experience with GIS imagery and related tools, such as the Commercial Joint Mapping Tool Kit CJMTK (ARC GIS Tools). The contractor shall also have experience with industry standard video protocols. The contractor shall have experience in design, development and integration of systems which display, store, compress and transfer video and imagery data.

3.3.3 Technology Upgrade

The Contractor shall assist in researching candidates for technology upgrades. The Contractor shall review processes and provide recommendations, with written rationale, on methods for the PMO to better take advantage of integrating new technology opportunities.

3.4 System Engineering & Development

The following developmental tasks are provided herein to serve as a basic framework for tasking, which will be specifically identified in each TI issued under this TO. Each TI will identify the systems engineering and developmental tasks required.

3.4.1. Initial Development

The contractor shall perform system development and engineering as specified in a TI.

3.4.2 Test and Evaluation

The contractor shall conduct Test and Evaluation (T&E) and Validation and Verification (V&V) activities for specified Systems. Tasking includes planning, implementation, and development of T&E plans, V&V Plan, Test procedures and reports and providing equipment/material. Each TI will include the necessary CDRL's to identify the delivery of plans, procedures, briefings, data collection sheets, and other related documentation required to support or generated as a result of T&E activities.

3.4.3 Modifications

With documented government approval, the contractor shall make modifications to overcome deficiencies or shortcomings identified during Test and Evaluation.

3.4.4 Installation

With all necessary approvals the contractor shall implement a fully coordinated installation as specified in a TI. Any necessary communication, data and power system modifications shall be limited to equipment modifications. Infrastructure modifications are not authorized.

3.4.5 Documentation and Training Support.

As identified in a TI, the contractor shall provide supporting documentation (technical/user manuals) and training. The possible means by which training will be delivered include, but are not limited to, seminars, workshops, videos, on-the-job training, workplace mentoring/apprenticeships, and Internet-based training as well as formal courses and curricula. The TI will include the necessary CDRL's to identify the delivery of system documentation and training materials.

3.4.6 Technical Support

As specified in each TI, the contractor shall provide hardware, software, and firmware technical support to the end user. Means of providing technical support may include telephonic, e-mail, web hosting, or on-site support.

3.5 Program Support

3.5.1 Program Management

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 12 of 34
----------------------------------	------------------------------	------------------

As required in a TI, the contractor shall develop and execute a Program Management (PM) Plan (CDRL A002). The

PM Plan shall include the following, at a minimum:

3.5.1.1 Summary of the overall technical approach and tasks that will be performed throughout the project.

3.5.1.2 Risk Assessment and Mitigation Plan to actively identify, manage, and mitigate potential risks.

3.5.1.3 Plan of Action and Milestones (POAM) (CDRL F001) which shall include: Project Schedule, identification of all proposed tasks, key milestones, critical path items, task relationships, assigned resources, resource usage, Government Furnished Resource (GFR) requirements, sub-contract activities, deliverables, and anticipated travel.

3.5.2 Earned Value Management System (EVMS)

As required in a TI, the contractor shall develop and utilize an earned value management system (CDRL B002, B003) that correlates cost and schedule performance with technical progress. Technical issues that arise shall be covered in terms of performance goals, exit criteria, schedule progress and cost impact. The EVMS used by the contractor must comply with the criteria provided in DoD 5000.2-R.

3.5.3 Monthly Status Reports (MSR)

The contractor shall submit monthly status reports identifying detailed work status and schedule status of on-going work, issues and recommendations. (CDRL A001.) Separate status reports (or clearly separated sections within one report) shall be provided for each TI under which the contractor is performing work. The Monthly Status Reports shall include, but not be limited to: a summary of work performed and results obtained, current or projected problems and issues, an explanation of deviations from the last month's projections, and any recommendations related to the effort.

3.5.4 Monthly Financial Reports

The contractor shall submit a monthly Funds and Man-hour Expenditure Report (CDRL B001) for the overall contract. The Monthly Financial Reports shall include sufficient data to support Earned Value Management analysis, to include summary of labor hours expended and expenses incurred, including a comparison of planned versus actual for labor hours and funding and an explanation of deviations. Unless otherwise specified in the TO, this requirements will apply to each individual TI.

3.5.5 In-progress Reviews

In-progress Reviews (IPR's) shall be conducted as specified in a TI. Contractor will coordinate scheduling of IPR's with Program Managers and the NSWC Crane Project Manager. The contractor shall provide agenda, minutes/action items, and presentation materials in accordance with corresponding CDRL's (A003, A004, A005). Location for conduct of IPR's shall be coordinated between contractor and government. Contractor will host these reviews at contractor's facility unless otherwise coordinated with the government.

3.5.6 Technical Reviews

Technical reviews may be held as is necessary and will be identified in a TI for a specific system. Examples of potential reviews include, but are not limited to Systems Requirements Review, System Design Review, Preliminary Design Review, Critical Design Review, and/or Technical Interchange Meetings. For each review specified, the contractor shall provide agenda, minutes/action items, and presentation materials in accordance with corresponding CDRL's (A003, A004, A005). Contractor will host these reviews at contractor's facility unless otherwise coordinated with the government.

3.5.7 Program and Project Management Support

As directed in a TI, The contractor shall provide program and project management support to include, but not be limited to: program/project

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 13 of 34
----------------------------------	------------------------------	------------------

definition, planning, budgeting, coordination, monitoring, and performance assessment/evaluation; development of program/project related documentation (e.g., decision papers, briefings, etc.); participation at reviews, meetings, and similar sessions; and technical review of proposals, reports, and other deliverables. The contractor will establish integrated project teams consisting of cognizant industry, government, and academic organizations and personnel to develop cost-effective solutions to manufacturing problems. The contractor will identify the task leading technology resources including industry, academia and government to develop and implement solution to prioritized NSWC Crane or other agency issues. The contractor will develop requirements-based performance specifications and benchmarks with respect to existing, readily available materials and processes in light of future manufacturing requirements. The contractor will apply requirement based performance specifications to identify, enhance, and evaluate new and advance technologies, which have the potential to meet the identified requirements.

3.5.8 Technical Report/Study Services

As directed in a TI, the contractor shall perform study services and provide a Technical Report (CDRL F002) documenting results of analysis or studies performed.

4.0 Government Furnished Items

Government furnished items includes Government furnished material (GFM), Government furnished information (GFI), and Government furnished equipment (GFE). Government furnished items will be identified and furnished as needed with a TI. All GFE shall be returned in as good a condition as when received, except for reasonable wear and tear as determined by the government. The contractor assumes all risk of and responsibility for loss, destruction, or damage to the GFE it accepts. The contractor shall confirm receipt of GFE in monthly status reports. Any loss, destruction or damage shall be investigated and reported on the applicable status report. The contractor will be responsible for managing and usage of GFI. GFI will remain the property of the Government. The contractor shall ensure there is no unauthorized usage or distribution of GFI. The contractor will adhere to all government security and distribution requirements as identified in Department of Defense (DoD) 5200.1. All GFE and GFI shall be returned to the government at the termination of the TO.

5.0 Data Deliverables.

CDRL	SOW PARA	TITLE OF DATA ITEM	AUTHORITY
A001	3.5.3	Status Report	DI-MGMT-80368
A002	3.5.1	Management Plan	DI-MGMT-80004
A003	3.5.5, 3.5.6	Conference Agenda	DI-ADMN-81249A
A004	3.5.5, 3.5.6	Conference Minutes	DI-ADMN-81250A
A005	3.5.5, 3.5.6	Presentation Material	DI-ADMN-81373
A006	7.1	Report, Record of Meeting/Minutes	DI-ADMN-81505
B001	3.5.4	Funds and Man-hour Expenditure Report	DI-FNCL-80331
B002	3.5.2	Integrated Master Schedule (IMS)	DI-MGMT-81650
B003	3.5.2	Contract Work Breakdown Structure (WBS)	DI-MGMT-81334A
F001	3.5.1.3	Plan of Action and Milestones (POAM)	See CDRL
F002	3.5.8	Technical Report (Study Services)	DI-MISC-80508A

6.0 Special Considerations.

6.1 Security

This Statement of Work is unclassified. Secret security clearance is required to support this tasking. U.S. Citizenship is required for all positions. Contractor shall retain all required security clearances, up to and including Secret, for the specified duration of this task. Any extract or use of such data will require the contractor to apply derivative classifications and markings consistent with the source from

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 14 of 34
----------------------------------	------------------------------	------------------

which the contracts were made IAW DoD 5220.22M, Industrial Security Manual for Safeguarding Classified Information and Executive Order 12958. The contractor shall administer physical security programs for assessment equipment during operational assessment deployments.

6.2 Contract and Technical Points of Contact. The following points of contact are provided:

TOM

NSWC Crane

Attn: Mohammad Beitvashahi

300 Highway 361

Code 6067, Bldg. 41 NC

Crane, IN 47522-5060

7.0 PLACE AND PERIOD OF PERFORMANCE.

7.1 Place of Performance. Primary Place of performance is NSWC, Crane, IN. Greater than 50% of the work will be performed at Crane. Specific Off-Site Performance locations and travel requirements will be identified in each TI. Potential Off-site work locations include various Federal Agencies in and around the Washington DC area. Travel may be required between these locations and to other locations. A Trip Report is required to be submitted after each trip (CDRL A006).

7.2 Period of Performance (POP). The anticipated period of performance is two (2) years basic with three (3) one-year award terms.

8.0 List of Acronyms

CDRL Contract Data Requirement List
COR Contracting Officer's Representative
DHS Department of Homeland Security
DoD Department of Defense
DOE Department of Energy
DON Department of Navy
EVMS Earned Value Management System
GFF Government Furnished Facilities
GFI Government Furnished Items, Government Furnished Information
GFE/M Government Furnished Equipment/Material
GFR Government Furnished Resources
IDIQ Indefinite Delivery Indefinite Quantity
IPR In-Progress Review
IPT Integrated Product Team
LCM Life Cycle Management
MSR Monthly Status Report
NSWC Naval Surface Warfare Center
ODC Other Direct Cost
PjM Project Management
POAM Plan of Action and Milestones
POP Period of Performance
PMO Program Management Office
IMS Integrated Master Schedule
SOW Statement of Work
STMPP Strategic Technology management Planning Process
T&E Test & Evaluation
TI Technical Instruction
TIM Technical Interchange Meeting
TO Task Order
TOM Task Order Manager
TPOC Technical Point of Contact
UVS Unmanned Vehicle Systems
V&V Verification & Validation
WBS Work Breakdown Structure

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 15 of 34
----------------------------------	------------------------------	------------------

SECTION D PACKAGING AND MARKING

SECTION D PACKAGING AND MARKING

All provisions and clauses in SECTION D of the basic contract apply to this task order, unless otherwise specified in this task order.

DATA PACKAGING LANGUAGE (5503)

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

MARKING OF REPORTS (NAVSEA) (SEP 1990) (5506)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: _____

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

PROHIBITED PACKING MATERIALS (5512)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1). The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts.

The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 16 of 34
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SECTION E INSPECTION AND ACCEPTANCE

SECTION E INSPECTION AND ACCEPTANCE

All provisions and clauses in SECTION E of the basic contract apply to this task order, unless otherwise specified in this task order.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at DESTINATION.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified in the Contract Data Requirements List as described within the SOW.

GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995)

Government Furnished Material: When material is furnished by the Government, the

contractor's procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- (d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e) Identification and protection from improper use or disposition; and
- (f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the Government

representative any Government-furnished property found damaged, malfunctioning, or

otherwise unsuitable for use. In event of damage or malfunction during or after

installation, the contractor shall determine and record probable cause and necessity for

withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment

Agreement, establish procedures for the adequate storage, maintenance, and inspection of

bailed Government property. Records of all inspections and maintenance performed on

bailed property shall be maintained. These procedures and records shall be subject to

review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment

to be installed in or furnished with the end item. The term "property" is Government

equipment that is used in the fabrication or assembly of the end item, and is not

delivered as part of the end item.]

NOTE: Government representative means Contracting Officer

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 17 of 34
----------------------------------	------------------------------	------------------

CLAUSES INCORPORATED BY REFERENCE

52.246-3 Inspection of Supplies-Cost Reimbursement MAY 2001

52.246-5 Inspection of Services-Cost Reimbursement APR 1984

252.246-7000 Material Inspection and Receiving Report MAR 2003

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 18 of 34
----------------------------------	------------------------------	------------------

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 24 months thereafter, estimated at:

1000	9/20/2007 - 9/19/2009
3000	9/20/2007 - 9/19/2009

The period of performance for the following award-term items are from date of option exercise through 12 months thereafter, estimated at:

4000	9/20/2009 - 9/19/2010
4100	9/20/2010 - 9/19/2011
4200	9/20/2011 - 9/19/2012
6000	9/20/2009 - 9/19/2010
6100	9/20/2010 - 9/19/2011
6200	9/20/2011 - 9/19/2012

CLAUSES INCORPORATED BY REFERENCE

52.242-15 STOP WORK ORDER (AUG 1989)-Alternate I) APR 1984

52.247-34 F.O.B. DESTINATION NOV 1991

DATA DELIVERY LANGUAGE FOR SERVICES PROCUREMENTS (5703)

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

NOTE: Performance beyond 5 April 2009 is contingent upon the successful contractor earning the first award term period under their basic SeaPort-e contract. The first award term period under the basic SeaPort-e contract is from 5 April 2009 through 4 April 2014. Therefore, CLINs 4000, 4100, 4200, 6000, 6100, and 6200 are contingent upon the contractor earning their first award term period under their basic SeaPort-e contract.

TIME OF PERFORMANCE (SERVICES) (5711)

Services to be furnished under this task order shall be performed and completed within 731 days from the effective date of the task order. The time of performance may be extended by written modification to authorize performance under Award Terms 1, 2, and 3 of the task order as provided for elsewhere herein.

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 19 of 34
----------------------------------	------------------------------	------------------

SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in SECTION G of the basic contract apply to this task order, unless otherwise stated herein.

TASK ORDER MANAGER (TOM)

Mohammad Beitvashahi, 6067
NSWC Crane Division
Crane, IN 47522-5001
Email: mohammad.beitvashahi@navy.mil
Telephone: 812-854-1488

(b) The TOM will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The TOM is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.

(c) When, in the opinion of the contractor, the TOM requests effort outside the existing scope of the task order, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the task order; or until the issue has been otherwise resolved.

SECURITY ADMINISTRATION (5806)

The highest level of security required under this contract is SECRET as designated on DD Form 254 attached hereto and made a part hereof. The Commander, Defense Security Service, Director of Industrial Security, Midwest Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

Invoices for services rendered under this Contract shall be submitted electronically through Wide Area Work Flow –

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 20 of 34
----------------------------------	------------------------------	------------------

Receipt and Acceptance (WAWF). The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293). Select the Cost Voucher within WAWF as the invoice type. The cost voucher prepares the interim voucher. Back up documentation (such as timesheets, cost breakdowns, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF.

The following information regarding Naval Surface Warfare Center, Crane, Indiana is provided for completion of the invoice in WAWF:

PAY DODAAC:	HQ0337
WAWF Invoice Type:	Cost Voucher
Issue by DODAAC:	N00164
Admin DODAAC:	M67004
DCAA DODAAC:	N/A
Service Approver:	N00164
Inspect by DODAAC:	N/A
Service Acceptor DODAAC:	N00164
LPO DODAAC:	N/A

The contractor shall submit invoices for payment per contract terms. The contractor shall invoice per ACRN by CLIN/SLIN (sub-contract line item number). The Government shall process invoices for payment per contract terms. Payment is not to be pro-rated across ACRNs. ACRNs are to be paid in accordance with contractor's invoice.

After clicking the submit button a Notice or successful/unsuccessful submission screen will appear. This screen allows you to enter an additional e-mail notification address. You must click on the "Send More E-mail Notifications" link and add the e-mail address listed below for submittal of the acceptor: Or e-mail the invoice to the following address:

TASK ORDER MANAGER (TOM)

Mohammad Beitvashahi, 6067
NSWC Crane Division
Crane, IN 47522
Email: mohammad.beitvashahi@navy.mil
Telephone: 812-854-1488

Additional WAWF Information:

On the Miscellaneous Tab of the invoice in WAWF attach the cost breakdown for the cost voucher amount being submitted IAW the invoicing instructions.

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 21 of 34
----------------------------------	------------------------------	------------------

CONTRACT ADMINISTRATION DATA LANGUAGE (5802)

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the task order if such address is different from the address shown on the proposal.

Address:

Street & number _____
City & State _____
County _____
Zip Code _____

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)

(a) Pursuant to FAR 42.1502, this task order is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract/task order. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS. Name Phone E-mail Address

TASK ORDER ADMINISTRATION PLAN (TAP)

1. INTRODUCTION: In order to expedite administration of this task order, the following delineation of duties is provided. The names, addresses and phone numbers for these individuals or offices shall be included in the task

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 22 of 34
----------------------------------	------------------------------	------------------

order award document. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1.1 PROCURING CONTRACTING OFFICE (PCO) is responsible for:

- a. All pre-award information, questions, or data
- b. Freedom of Information inquiries
- c. Change/question/information regarding the scope, terms or conditions of the task order.
- d. Consent to the placement of subcontracts in accordance with FAR 52.244-2, Subcontracts under Cost-Reimbursement and Letter Contracts.
- e. Issuance of Modifications.

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFAR 42.302 except those delegated to another member or component of the Task order Administration Team.

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the task order prior to final payment to the contractor.

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

5. TASK ORDER MANAGER (TOM) (Technical) is responsible for:

- a. Issuing Technical Instruction (TI) letters with an adequate description of the work required, and within the scope of the task order. If doubt exists as to whether the task falls within the task order scope of work, contact the PCO.
- b. Ensuring funding is available prior to issuing TI letters.
- c. Security requirements on Government installation.

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 23 of 34
----------------------------------	------------------------------	------------------

d. Monitoring overall quality assurance of services performed, and acceptance or rejection of the services or deliverables. Ensuring contractor compliance with task order quality assurance requirements in accordance with FAR Part 46 as applicable.

e. Serving as liaison with personnel at the Government installation and the contractor personnel on site.

f. Providing technical advice/recommendations/clarification on the statement of work and/or TI tasking. Assure that specific technical instructions necessary to perform the work specified in the task order are furnished the contractor. The TOM shall be responsible for all Government technical interface concerning the task order.

g. Providing technical expertise to both the PCO and CAO with regard to technical requirements, and reasonableness of costs incurred.

h. Approving contractor travel requirements.

i. Submitting written reports on the performance of the contractor to the PCO. The reports shall address the timeliness and acceptability of the deliverables, the use made of those deliverables/reports, and the effectiveness of the contractor's performance.

j. Maintaining files. This includes all modifications, government cost estimates, contractor invoices/vouchers, Certificates of Performance, and contractor's monthly status reports. In addition, maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory and maintain appropriate file documentation to support the TOM's actions pursuant to this paragraph 5.

k. Monitoring contractor performance using the technique of floor checks to see that inefficient or wasteful methods are not being utilized and, if they are, take reasonable and timely action to alert the contractor and PCO. Contracting surveillance of contractor performance to determine if the percentage of work performed reasonably corresponds to the percentage of funds expended and alert the Contracting Officer to any perceived difficulties. This includes review of the Contractor's Progress reports and from the TOM's personal observations.

l. Assisting the RTA or PCO in reviewing and evaluating contractor estimates to perform work under change orders or modifications and furnish comments and recommendations to the authorized contracting officer.

m. Ensuring that invoices/vouchers are reviewed in an expeditious manner. Ensuring review of Certificates of Performance and all supporting documentation in light of the requirement, progress and other input, both documentary and from personal observation, to determine the reasonableness of the billing, ensuring that the effort was expended toward the completion of the tasking defined in the TI.

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 24 of 34
----------------------------------	------------------------------	------------------

n. Alerting the contracting officer of any potential performance problems; and if performance schedule slippage is identified, determine causative factors and report them to the PCO with proposed actions required to eliminate or overcome the causes and to recover the slippage if feasible. Monitor the recovery according to the agreed upon plan, and report significant problems to the PCO.

o. Assuring that appropriate action is taken on technical correspondence pertaining to the task order. This includes the timely submission to the PCO of any contractor or Government requests for change, deviation or waiver, including submission of supporting analysis and other required documentation.

p. Insuring strict compliance with DOD Directive 5500.7 and SECNAVINST 5370.2H regarding standards of conduct and conflict of interest requirements.

q. Track all Government Furnished Information (GFI), Government Furnished Material (GFM) Government Furnished Equipment (GFE), and Government Furnished Facilities (GFF) provided to the Contractor, GFR Developing, establishing, and implementing procedures to ensure that compliance with the requirements of this TAP are met.

The TOM shall not:

- Request proposals, negotiate prices, or obligate the Government
- Make changes to the terms and conditions of the task order.
- Authorize the expenditure of funds except as expressly provided in this task order.
- Supervise the contractor's employees.
- Perform any action that would result in the task order being changed from non-personal to a personal services task order.
- Tell the contractor HOW to perform. TOM will only communicate WHAT is required of a technical nature.

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Accounting Data
SLINID  PR Number          Amount
-----
100001          60000.00
LLA :
A1 97X4930. NH1J 000 77777 0 000164 2F 000000 66R67B85P017
Reqn. No. 71978708

300001          20000.00
LLA :
A1 97X4930. NH1J 000 77777 0 000164 2F 000000 66R67B85P017
Reqn. No. 71978722

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CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 26 of 34
----------------------------------	------------------------------	------------------

A7 1771109 4190 310 67854 067443 2D 4190B2 45007MP74610
Standard Number: M9545007MP74610 (AA)
Reqn. No. 73542395

MOD 7

100007 15000.00
LLA :
A8 5773080 177 4750 83710F 000000 00000 27423F 503000 F03000 FSR:017161 PSR:353497
DSR:191538
Standard Number: F2BDED6297G002 (AA)
Reqn. No. 80169745

100008 200000.00
LLA :
A9 2182020 0000 8 5D 5D04 423806.0000 EOR 25FB 9LZZZZ MIPR8RAIDA0014 89LR05 S28043
Standard Number: MIPR8RAIDA0014 (AA)
Reqn. No. 80180921

MOD 8

100009 40000.00
LLA :
B1 2182093 0000 5U 5U01 231000.00000 2512 JDJT MIPR8F324J7136 J7ZI 81 S12193
Standard Number: MIPR8F324J7136 (AA)
Reqn. No. 80842383

100010 45000.00
LLA :
B1 2182093 0000 5U 5U01 231000.00000 2512 JDJT MIPR8F324J7136 J7ZI 81 S12193
Standard Number: MIPR8F324J7136 (AA)
Reqn. No. 80842441

MOD 9

100010 (45000.00)
LLA :
B1 2182093 0000 5U 5U01 231000.00000 2512 JDJT MIPR8F324J7136 J7ZI 81 S12193
Standard Number: MIPR8F324J7136 (AA)
Reqn. No. 80842441

300007 45000.00
LLA :
B1 2182093 0000 5U 5U01 231000.00000 2512 JDJT MIPR8F324J7136 J7ZI 81 S12193
Standard Number: MIPR8F324J7136 (AA)
Reqn. No. 80842441

MOD 10

100011 100000.00
LLA :
B2 218 2020 0000 8 5D 5D04 P135197.0004 EOR 25FB 9LZZZZ MIPR8RAIDA0031 89L1R3 S2804
3
Standard Number: MIPR8RAIDA0031 (AA)
Reqn. No. 81151705

300008 30000.00
LLA :
B2 218 2020 0000 8 5D 5D04 P135197.0004 EOR 25FB 9LZZZZ MIPR8RAIDA0031 89L1R3 S2804
3
Standard Number: MIPR8RAIDA0031 (AA)
Reqn. No. 81151739

MOD 12

100012 60000.00
LLA :
B3 5783600 298 4721 652895 000000 00000 64617F 503000 F03000 ESP AU FSR 013601 PSR
693842 DSR 216779
Standard Number: FITEAV8101G001 (AA)
REQN.NO. 81319931

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 27 of 34
----------------------------------	------------------------------	------------------

100013 170000.00
 LLA :
 B2 218 2020 0000 8 5D 5D04 P135197.0004 EOR 25FB 9LZZZZ MIPR8RAIDA0031 89L1R3 S2804
 3
 Standard Number: MIPR8RAIDA0031(AA)
 REQN. NO. 81518534

300009 5000.00
 LLA :
 B3 5783600 298 4721 652895 000000 00000 64617F 503000 F03000 ESP AU FSR 013601 PSR
 693842 DSR 216779
 Standard Number: FITEAV8101G001 (AA)
 REQN. NO. 81319939

300010 115000.00
 LLA :
 B2 218 2020 0000 8 5D 5D04 P135197.0004 EOR 25FB 9LZZZZ MIPR8RAIDA0031 89L1R3 S2804
 3
 Standard Number: MIPR8RAIDA0031 (AA)
 REQN. NO. 81518547

MOD 13

100014 159769.00
 LLA :
 B4 218 2020 0000 8 5D 5D04 423806 0000 EOR 25FB 9LZZZZ MIPR8RAIDA0055 89LR09 S28043
 Standard Number: MIPR8RAIDA0055 (AA)
 Reqn. No. 81643030
 The contractor may incur costs for work performed against this SLIN through 30
 September 2008. The contractor may continue to invoice for these costs after 30
 September 2008 for work incurred before or on this date.

300011 40000.00
 LLA :
 B4 218 2020 0000 8 5D 5D04 423806 0000 EOR 25FB 9LZZZZ MIPR8RAIDA0055 89LR09 S28043
 Standard Number: MIPR8RAIDA0055 (AA)
 Reqn. No. 81643072
 The contractor may incur costs for work performed against this SLIN through 30
 September 2008. The contractor may continue to invoice for these costs after 30
 September 2008 for work incurred before or on this date.

MOD 14

100015 700000.00
 LLA :
 B5 2182093 0000 5U 5U01 232000.00000 2512 JDJT MIPR8G324J7252 J7ZO 81 S12193
 Standard Number: MIPR8G324J7252 (AA)
 Reqn. No. 82199666

100016 20000.00
 LLA :
 B6 97X4930. NH1J 000 77777 0 000164 2F 000000 J7300 CJ5P082
 Reqn. No. 82285099

300012 200000.00
 LLA :
 B5 2182093 0000 5U 5U01 232000.00000 2512 JDJT MIPR8G324J7252 J7ZO 81 S12193
 Standard Number: MIPR8G324J7252 (AA)
 Reqn. No. 82199679

MOD 15

100017 12342.18
 LLA :
 B7 97X4930. NH1J 000 77777 0 000164 2F 000000 J7100 CJ74054
 Reqn. No. 82538251

300013 2717.82
 LLA :
 B7 97X4930. NH1J 000 77777 0 000164 2F 000000 J7100 CJ74054
 Reqn. No. 82538256

MOD 16

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 29 of 34
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SECTION H SPECIAL CONTRACT REQUIREMENTS

All provisions and clauses in SECTION H of the basic contract apply to this task order, unless otherwise stated herein.

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

MANDATORY REQUIREMENTS

The following are mandatory requirements that must be met and maintained through the life of the order:

1. The contractor's facility supporting this requirement must have or be eligible to obtain a facility clearance and storage capability up to the SECRET level for both processing and storage.

2. Key Personnel Requirement

GOVERNMENT FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)(NAVSEA 5252.245-9108)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Task Order Manager, via the cognizant Procuring Contract Office (NSWC Crane), the Government will furnish the following for use in the performance of this contract:

*To be identified upon issuance of Technical Instruction (TI) letters.

TECHNICAL INSTRUCTIONS (MAY 1993) (NAVSEA 5252.242-9115)

(a) Performance of the work hereunder shall be subject to written technical instructions/technical direction letters signed by the Task Order Manager specified in Section G of this contract. As used herein, technical instructions/technical direction letters are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 30 of 34
----------------------------------	------------------------------	------------------

- accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to:
- (1) assign additional work under the contract;
 - (2) direct a change as defined in the "CHANGES" clause of this contract;
 - (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or
 - (4) change any of the terms, conditions or specifications of the contract.
- (c) If, in the opinion of the Contractor, any technical instruction/technical direction letters calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Procuring Contracting Officer (NSWC Crane) in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction/technical direction letter unless and until the Contractor is notified by the Procuring Contracting Officer (NSWC Crane) that the technical instruction/technical direction letter is within the scope of this contract.
- (d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement, which is not affected by the disputed technical instruction/technical direction letter.

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

ALLOTMENT OF FUNDS (MAY 1993) (NAVSEA 5252.232-9104)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216 8) or "INCENTIVE FEE" (FAR 52.216 10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below.

As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232 22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

Labor Information SLINs for CLIN 1000 –

SLIN	ACRN	REQN. No.	AMOUNT	TI #
100020	C1	83148461	\$ 10,000	001
300014	C2	83252254	\$ 14,778.38	001
100021	C2	83252257	\$ 89,700	001

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 31 of 34
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H30S LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JUN 2004)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to **\$ 2,413,064.38** inclusive of fee, profit and all other charges. The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this task order.

H81S TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the task order in accordance with FAR subpart 31.2 or 31.3 as applicable.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2004)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided as an attachment in Section J.

HC25S ACCESS TO GOVERNMENT SITE (JUN 2004)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall bear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification. The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

HG10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

H100S PERFORMANCE BASED CONTRACTING PRICE REDUCTION FIXED PRICE (AUG 2004)

The Government may reduce the fixed price of the corresponding task order line item when services are not performed or do not meet task order requirements. The Government shall provide written notification to the contractor detailing the lack of performance or non-compliance with the Performance Standards.

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 32 of 34
----------------------------------	------------------------------	------------------

HP10S OPTION TO EXTEND THE TERM OF THE TASK ORDER

This task order is renewable at the prices stated in Section B of the Contractor's proposal upon written modification to authorize performance under Award Terms 1, 2, and 3 of the task order as provided for elsewhere herein. The total duration of this task order, including Award Terms, shall not exceed 60 months.

SUBSTITUTION OF PERSONNEL (SEP 1990) (NAVSEA 5252.237-9106)

(a) The Contractor agrees that a partial basis for award of this task order is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this task order those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the task order. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) an explanation of the circumstances necessitating the substitution;
- (2) a complete resume of the proposed substitute; and
- (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

WORK WEEK

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week shall be Monday through Friday for all straight time worked. No deviation in the normal workweek will be permitted without express advance approval in writing by the designated Ordering Officer with coordination of the using departments. In the event that the contractor fails to observe such normal work week, any costs incurred by the Government resulting therefrom, shall be chargeable to the contractor. Work on Center shall be performed during the normal work hours at that location unless differing hours are specified on the individual delivery orders. For purposes of scheduling personnel, the contractor is hereby advised that the Government Installation will observe ten Federal Government holidays each year. The contractor is further advised that access to the Government installation may be restricted on these holidays:

- (1) Martin Luther King - January
- (2) President's Day - February
- (3) Memorial Day - May
- (4) Independence Day - July
- (5) Labor Day - September
- (6) Columbus Day - October
- (7) Veterans Day - November
- (8) Thanksgiving - November
- (9) Christmas - December
- (10) New Years Day - January

(b) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges in accordance with the company policy.

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 33 of 34
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SECTION I CONTRACT CLAUSES

Note: All the provisions and clauses of SECTION I of the basic contract apply to this task order unless otherwise specified herein.

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses (es): <http://www.farsite.hill.af.mil/>

52.202-1 Definitions (DEC 2001)
52.216-7 Allowable Cost and Payment (DEC 2002)
52.216-8 Fixed Fee (MAR 1997)
52.219-6 Notice of Total Small Business Set-Aside (JUNE 2003)
52.219-8 Utilization of Small Business Concerns (OCT 2000)
52.219-14 Limitations on Subcontracting (DEC 1996)
52.222-26 Equal Opportunity (APR 2002)
52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans (DEC 2001)
of the Vietnam Era, and Other Eligible Veterans
52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam
Era (DEC 2001)
52.222-41 Service Contract Act of 1965, As Amended (MAY 1989)
52.228-5 Insurance-Work On A Government Installation (JAN 1997)
52.228-7 Insurance-Liability to Third Persons (MAR 1997)
52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)
52.232-22 Limitation of Funds (APR 1984)
52.232-23 Assignment of Claims-Alternate I (APR 1984) (JAN 1986)
52.232-25 Prompt Payment-Alternate I (FEB 2002) (OCT 2003)
52.243-2 Changes-Cost Reimbursement (AUG 1987)-Alternate II (APR 1984)
52.244-2 Subcontracts (AUG 1998)
52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-
Hour Contracts)(JUN 2003)
52.249-6 Termination (Cost-Reimbursement) (SEP 1996)
DFARS Clauses
252.225-7004 Reporting of Contract Performance Outside the (APR 2003)
United States
252.227-7013 Rights in Technical Data-Noncommercial Items (NOV 1995)
252.227-7030 Technical Data-Withholding of Payment (MAR 2000)

CONTRACT NO. N00178-06-D-4829	DELIVERY ORDER NO. FC0117	PAGE 34 of 34
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SECTION J LIST OF ATTACHMENTS

Attachment 1 - CDRL's A001 - A006

Attachment 2 - CDRL's B001 - B003

Attachment 3 - CDRL's F001 - F002

Attachment 4 - Wage Determination

Attachment 5 DD254